

2011/2012 COMMERCIAL ACTIVITY (NON FILMING) PERMIT APPLICATION / RENEWAL

This application applies to commercial operators conducting business activities on the Plantation Licence Area managed by Forestry Plantations Queensland Pty Ltd (excluding commercial forestry, grazing and apiculture).

CHECKLIST (Please complete to ensure application is processed in a timely manner)	(please ✓ tick)
1. Application form has been completed and signed.	
2. Read and understood all general conditions (see pages 6)	
3. Attached relevant permit fees (all cheques made payable to Forestry Plantations Queensland Pty Ltd)	
4. Attached appropriate Public Liability Insurance certificate of currency	
5. Read, understood and signed Insurance and indemnity provisions. (see page 7)	
6. Submitted all participation record detail and fees for prior permit period (renewal only).	

New Application

I wish to apply for a Commercial Activity (non –filming) permit.

Duration: Less than 1 year 1 year 2 years 3 years

Renewal

My existing Commercial Activity Permit number is

I wish to renew my permit for 1 year 2 years 3 years

For renewal applications, complete only those sections that have changed from your current permit.

Applicant Authorisation

I,

(full name, block letters)

the applicant, by completing this application/renewal for a Commercial Activity (non-filming) Permit, agree to comply with the conditions set out in Part 4 of this form.

I certify that to the best of my knowledge the information provided within this application is true and correct in every detail.

I understand that the permit if granted will not be transferable and may not be automatically renewed.

I understand that the information supplied on or with this application form may be disclosed publicly in accordance with the *Right to Information Act 2009* and *Evidence Act 1977*.

I acknowledge that Forestry Plantations Queensland Pty Ltd is under no obligation to accept the application.

Right of Review of Decision

S83 (1) for the *Forestry Act 1959* provides for the right of review by an applicant.

"A person who is dissatisfied with a reviewable decision made by a delegate of the chief executive exercising a delegated function of the chief executive under section 96B (the original decision maker) may ask the chief executive to review the decision within 28 days after the person is notified of the decision."

Signed:

Date:

Application should be forwarded to:

Forestry Plantations Queensland Pty Ltd
Permit Assessment
Red Road
BEERBURRUM QLD 4517
Email: visitor.permits@fpq.net.au

Enquiries: (07) 5438 6637
Facsimile:(07) 5496 0173

Please allow 30 days to process this application. If the application is incomplete or additional information is required a further 30 days may apply.



PART 1—APPLICANT DETAILS

Commercial Activity Permit to be issued to : (please ✓ tick)

Individual—go to 1A and 1C Incorporated Company/Incorporated Association—go to 1B and 1C

1A Permit is to be issued to an INDIVIDUAL

Surname Given names Title

GO TO 1C

1B Permit is to be issued to an INCORPORATED COMPANY / INCORPORATED ASSOCIATION

Registered Company/Association name

Australian Company Number (ACN)

OR

Incorporated Association number

Authorised Officer

Surname Given names Title

GO TO 1C

1C Other details

Trading Name/s ABN (if applicable)

Registered Address (IMPORTANT: NOT A PO BOX)

(The registered address is legally required for the serving of notices. It is the address of a person and not a PO Box)

Postal Address (Write 'As Above' if the same as the registered address.)

(The postal address is the address to which the permit will be posted)

Telephone (Bus. Hours): Telephone (After Hours):

Mobile: Facsimile:

Email:

Website:

GO TO PART 2

PART 2—ACTIVITY DETAILS

Commercial Activity Permit to be for a : (please ✓ tick)

Single event (e.g. Adventure race) - go to 2A Recurring activity (e.g.. . Commercial tour operator / training) - go to 2B

2A Permit is to be issued for a single event.

(i) Preparation /set up

Do you or your organisation require access to the Permit Area prior to the event / activity for the purposes of preparation and set up (e.g. reconnaissance, placement of checkpoints and installation of signage)?

YES—provide details below

NO—Go to 2A(ii)

Preparation / setup / reconnaissance details

Date from

Date to

No of vehicles

No of people

(ii) Event /Activity details

Date from

Date to

(iii) Event / activity description

(if insufficient space please attach full list)

Permit area name (and number if known)	Activity (see list for code)	No of people (participants)	No of people (support crew)	No of people (spectators)	No of vehicles
e.g. SF 185 Danbulla	ADRAC	250	20	50	50

(i) Clean up

Do you or your organisation require access to the Permit Area beyond the date of the event / activity for the purposes of clean up /take down (e.g. removal of structures, checkpoints and signage)?

YES—provide details below

NO—Go to Part 3

Clean Up details

Date from

Date to

No of vehicles

No of people

GO TO PART 3

ACTIVITY LIST

Select an activity from this list

4WDT	4WD Tour	CLIMB	Rock climbing	EQU	Equestrian tour	TRAIN	Training
ADRAC	Adventure Race (mixed discipline)	CBT	Coach / bus tour	MCT	Motorcycle tour	TRR	Trail running
BICT	Bicycle tour	COMMIX	Commercial tour (mixed discipline)	OTH	Other		

PART 3—ACTIVITY MANAGEMENT

3A Structures and equipment required

Please list the structures and equipment you require for your activity (e.g. check points, signage, marquees etc).

3B Crowd control (if applicable).

Please provide detail of car parking, marshalling and spectator control planned.

3C Emergency and evacuation planning

Please provide detail of first aid, emergency and evacuation procedures planned.

3D Waste management

Please provide details of and waste management plans (human waste, reuse etc)

PART 4—PERMIT CONDITIONS

In this section:

"Forestry Plantations Queensland Pty Ltd ":- includes its officers, employees and authorised agents.

"Formed road": -- means a graded road with both a camber and drainage (flat-bladed firebreaks not included).

"Participants":- includes persons participating in the event authorised by the permit (other than the Permittee and the Permittee's agents).

"Permit":- means a permit or other authority granted under the Forestry Act 1959 and associated subordinate legislation.

"Permit Area":- means the Plantation License Area or parts thereof as specified in the Permit and Schedule A to which the Permit applies.

"Permittee":- means the person or incorporated body whose name appears herein and where the context requires or permits, the Permittee's members, employees and agents.

"Vehicle":- Includes a motor vehicle, trailer, bicycle, carriage, cart, wagon and any other means of transport or conveyance designed for movement upon wheels, whether or not the vehicle is for the time being capable of being operated or used in a normal manner.

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| <ol style="list-style-type: none"> 1. Reference to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute or incorporating any of its provisions. 2. The vehicle(s) covered by a Permit must be registered under the <i>Transport Operations (Road Use Management - Vehicle Registration) Regulation 1999</i> for use on public roads. 3. A person must not drive or ride a motor driven vehicle into or over the Permit Area pursuant to this Permit unless the person is the holder of a current drivers licence (excluding a learners permit) under the <i>Transport Operations (Road Use Management - Driver Licensing) Regulation 1999</i> applicable to that class of vehicle. 4. Any person driving a vehicle within the Permit Area must comply with the following: <ol style="list-style-type: none"> a. Drive in a manner appropriate for the current road conditions and consistent with the reasonable demands of safety, having regard to the road width, surface conditions, visibility, grade, traction, weather conditions and other forest users. b. Comply with the requirement of any notice regulating the speed, movement or parking of the vehicle. c. Keep as close as practicable to the left boundary of any road . d. At all times comply with the direction of a Forestry Plantations Queensland Pty Ltd (FPQ) officer, employee or agent in regard to the use, operation, movement or parking of the vehicle. 5. Notwithstanding the currency of this Permit, the Permittee must not use forestry roads in a manner or at such times (e.g. during periods of wet weather) when such use would cause unreasonable damage to the road surface. or the purpose of this condition, the term "unreasonable damage" means damage caused to the surface of a forestry road by any agency, of a nature which would require extensive works to facilitate proper drainage of water off the surface of that road or safe passage of any vehicle or person along it. 6. The Permittee, in having access to or using the Permit Area by a vehicle pursuant to this permit must only use the route as agreed to by FPQ. FPQ's preference is to use only use formed roads. In connection with access to or use of the Permit Area, the Permittee shall ensure that any gates encountered are left either open or closed as they are found, unless otherwise directed by a FPQ officer, employee or agent. 7. The use of the Permit Area for the activity authorised by this permit is subject to the provisions of the <i>Forestry Act 1959</i> and <i>Forestry Regulations 1998</i> relevant to the use of the Permit Area including these conditions and provisions relating to the use of fire, littering, damage to property and forest products, and behaviour. 8. The Permittee is responsible for ensuring all participants are aware of and comply with the conditions of this permit when on the Permit Area. 9. The Permittee and participants must at all times comply with any | <p style="text-align: right;">direction contained in or given by a sign or notice erected, placed or displayed on the Permit Area.</p> <ol style="list-style-type: none"> 10. The Permittee and participants must at all times comply with any direction given by a FPQ officer, employee or agent in regard to the use of the Permit Area by the Permittee or the participants where such direction is necessary to maintain the good order of the Permit Area, protect FPQ 'sassets or maintain the safety of any person using same. 13. FPQ reserves the right to cancel this Permit, verbally or in writing, or vary any condition of the Permit at any time prior to or during the event if, in FPQ's opinion, continuation of the event under the existing conditions of the Permit was or is likely to result in unacceptable risk to any person or damage to any property, or a breach of the <i>Forestry Act 1959</i> or any condition of the Permit. 14. The Permittee must at all times comply with any direction of FPQ regarding the promotional, interpretive or educational use made of or services provided on the Permit Area in relation to this Permit necessary to ensure that such uses or services are consistent with the management objectives of the Permit Area and the purposes for which the Permit is granted. 15. All litter and waste materials generated by the activity must be removed from the Permit Area on the completion of the activity. 16. The Permittee must pay the amount of all costs and expenses incurred by FPQ in repairing or making good any damage occasioned to the Permit Area where such damage has occurred as a result of or in connection with the activities of the Permittee and participants on the Permit Area. 17. The Permittee shall have only such rights in relation to the Permit Area as are specifically granted by the Permit and nothing in the Permit is to be construed as granting an exclusive right of way over, exclusive use of, or any estate or interest in the Permit Area or in any manner limiting the power of FPQ to manage the Permit Area. 18. The rights and benefits granted by this Permit are personal to the Permittee and are incapable of assignment or transfer in whole or part to any other person, it being acknowledged by the Permittee (if a company) that any change in the principle shareholding altering the effective control of the Permittee shall constitute an assignment of this Permit. The Permittee shall not pledge or in any way charge the rights and benefits granted by this Permit in whole or part to any person. 19. FPQ and / or the Permittee may insist on a joint inspection by agents of the Permittee and a representative of FPQ before and after the event in particular cases where damage is considered likely. 20. Amendments to the specification as detailed in Schedule A of this Permit may be requested by the Permittee in writing and may be approved by the FPQ at FPQ's discretion in writing. |
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PART 4—PERMIT CONDITIONS (continued)

21. The Permittee must pay to FPQ such fees as are prescribed in the *Forestry Regulation 1998* for the issue of a Commercial Activity Permit. Any amount payable to FPQ to cover the cost of repairs is in addition to such permit fees.
22. FPQ does not warrant or guarantee that the whole or any part of the Permit Area will at all times be available and suitable for use for the purposes for which this permit is issued, and the Permittee acknowledges that FPQ will not be liable to compensate the Permittee for any loss incurred as a result of any such unavailability or unsuitability of the Permit Area.
23. The Permittee must not in the exercise of its rights under this Permit represent the Permittee as an employee or agent of FPQ, nor shall the Permittee suffer such representations to be made.
24. The Permittee must inform a FPQ officer, employee or agent of the occurrence and details of any accident involving injury to persons or damage to property (including livestock) or of any breach of this Permit or the provisions of the *Forestry Act 1959* or *Forestry Regulation 1998* arising from the use of the Permit Area under the authority of this Permit as soon as possible following occurrence of such accident or breach.
25. The Permittee is responsible for the use of vehicles by the employees, members and / or agents of the Permittee within the Permit Area.
26. The Permit and attached Schedules must be carried by the Permittee at all times while traversing the Permit Area.

PART 5—INSURANCE AND INDEMNITY

1. The Permittee must indemnify the Forestry Plantations Queensland Pty Ltd (including their respective officers, employees and agents) from and against any loss, damage or expense (including legal costs), arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against FPQ in respect of:
 - (a) the death of or injury to any person; and
 - (b) the loss of or damage to any property
 where such death, injury, loss or damage arises out of or in connection with the Permittee's activity in an area managed by FPQ and is caused by the negligent act or omission of the Permittee or an employee, member, agent, invitee or client of the Permittee except to the extent that negligence or willful neglect or default of FPQ, including the officers, employees or agents of FPQ contributed to the death, injury, loss or damage. Where negligence is found to have been contributory, each party shall bear full responsibility in accordance with the party's fault.
2. The Permittee is to report all incidents involving death of or injury to any person to FPQ. Incident involving death or serious injury (involving hospitalisation) must be reported to FPQ immediately. All other injuries and incidents must be reported the next business day.
3. The Permittee must take out and maintain for the duration of this permit an insurance policy ("the insurance policy") that includes
 - (a) public liability cover of not less than ten million dollars (\$10,000,000), or other amount as specified by FPQ, in respect of the death of or injury to any person, or the loss of or damage to any property (including an area managed by FPQ), arising out of or in connection with the Permittee's activities pursuant to this Permit.
 - (b) the Insurances must cover all invitees, employees, contractors, agents, members or clients of the Permittee and note Forestry Plantations Queensland Pty Ltd interest as principal.
 - (c) the Permittee must not cancel or alter the insurance policy without first obtaining written consent of FPQ
 - (d) in the event the insurer cancels the insurance policy prior to the expiration date of the insurance policy, the Permittee must advise FPQ in writing within three (3) business days of receiving advice of the cancellation from the insurer.
 - (e) in the event the insurance policy expires prior to the expiration date of this permit, the Permittee must produce to FPQ evidence of renewal of the insurance policy no fewer than 35 days prior to the expiry of the insurance policy.
 - (f) the Permittee must provide a copy of the insurance policy, and a copy of the certificate of currency of the insurance policy, to FPQ when required by FPQ.

I have read and understood the insurance and indemnity provisions above.

Printed name

Signature

Position

Company / association

Date:

